DOCUMENT RESUME

ED 124 015 HE 007 828

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TITLE Contract with a College Trustee.
PUB DATE 75
NOTE 7p.
AVAILABLE FROM Frantzreb, Pray, Fenner and Thompson, Inc., 1500 Wilson Boulevard, Arlington, Virginia 22209 (free)

EDRS PRICE MF-$0.83 Plus Postage. HC Not Available from EDRS.
DESCRIPTORS Administrative Personnel; *Board Administrator Relationship; *Contracts; Educational Administration; Governance; Governing Boards; Guidelines; *Higher Education; *Negotiation Agreements; Performance Specifications; *Trustees

ABSTRACT

A sample contract for college trustees is presented that provides a way to rate individual trustee performance against certain norms that should characterize an effective trustee relationship with the college or university he serves. The contract is written as an agreement between a college board of trustees and a prospective trustee invited into membership. Terms and conditions for both the institution and the trustee are outlined. (LBH)

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CONTRACT WITH A COLLEGE TRUSTEE

By Francis C. Pray*

Some years ago I wrote a small piece called "Report Card for Trustees"** which provided a way to rate individual trustee performance against certain norms which my experience indicated should characterize an effective trustee relationship with the college or university which he serves.

As interest in trustee accountability continues to grow, and as this accountability is more clearly defined both in moral and increasingly in legal terms, I have speculated what form a social contract might take if one were written as an agreement between a college board of trustees and a prospective trustee invited into membership.

An attempt to suggest such a contract is reproduced below. Comments would be welcome.

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** First published in The Educational Record, summer, 1964, American Council on Education; reissued as a monograph by Frantzreb and Pray Associates.

HE007828

A G R E E M E N T

This AGREEMENT made in Collegetown, State of Columbia, this eleventh day of April, 197__, by and between the Trustees of Fordash College, hereinafter called the Board of Trustees, and Richard R. Roe, of Hillsborough, State of Columbia.

WITNESSETH

The Board of Trustees has agreed to invite and hereby invites Richard R. Roe to join the Board of Trustees as a Trustee of Fordash College for the term and on the conditions set forth in this Agreement form and made a part hereof.

The term of service for which this invitation is issued is for three (3) years beginning on the first day of May, 197__, and ending on the 30th day of April, 197__.

The consideration for this membership shall consist of the satisfaction of service in the advancement of higher education as especially exemplified by the programs of Fordash College and the reward of the opportunity to assist young men and women and others in the advancement of their lives through the experience of participating as learners and teachers in the Fordash College community. It is agreed by both parties, therefore, that this contract has no legal and/or binding authority but is accepted by each party as having the moral force of an Agreement on principles between men of goodwill who are committed to the advancement of education and especially to the maintenance and enhancement of the security, stability, and healthy development of Fordash College.

TERMS AND CONDITIONS

I. The Board of Trustees, through the leadership of its officers, its Committee on Trustees, and with the assistance of the President of the College and his staff, agrees to undertake the following:

1. Provide a special program of familiarization and indoctrination for Mr. Roe so that he can quickly acquire the background of information and understanding required for effective participation in Board deliberations and decisions.
2. Call upon the special services of Mr. Roe only at the highest level of his own competence and not call upon him for mere busy work or routine decision-making which can be effectively provided by management or employed assistance.
3. Provide appropriate background on all policy matters, with utter honesty, and provide necessary staff work to make sure that his time is spent as effectively as possible both in Board and committee work. This includes preparation of adequate briefing materials designed for fast comprehension of issues by busy men and women.
4. Bend every effort to make being a Trustee a productive and challenging experience, including offering the satisfaction and reward of meaningful dialogue with faculty and students and other constituencies of Fordash College.

II. As a Trustee of Fordash College, Richard R. Roe agrees to undertake the following:

1. Make a serious and sustained effort to attend each meeting of the Board and of the committees to which he may be elected or assigned, understanding that the duties of Trustee require a time commitment of at least ten days a year, and more if he assumes important office on the Board or standing committees.
2. Prepare adequately for the role of Trustee by participating in the new-trustee briefing program, and, at all times, adequately preparing for meetings by study and review of materials prepared by staff as a basis for discussion and decision.
3. Refuse to be a rubber stamp. Demand adequate information, when not otherwise available, and refuse to make decisions until proper background information is provided.
4. Speak well of the college. Bring personal influence to bear on its behalf. Be a positive and enthusiastic sponsor.
5. Include the college among his recipients of annual and capital gifts at a level which is meaningful in terms of his own resources and, when the college has a deferred giving program, make some appropriate arrangement for the college in his own bequest or other estate plans, recognizing that Trustee commitment is a prerequisite to success in attracting support from others.

6. Remember that only the Board has power, and be sensitive, as an individual, to the problems created by the Trustee who dabbles in management. Refuse to carry criticisms or requests for intercession to faculty or administration, save through the Chairman of the Board or through the President, and only then without personal pressure for action.
7. Lean over backward to avoid any conflict of interest such as profiting from any business or other relationship, either directly or indirectly, with the institution, save under the most stringent conditions, with full disclosure, with full approval of the Board, when no other equally favorable means exist to serve the institution.
8. And, finally, be prepared to resign or not stand for reelection if:
   a. his seat would accomodate another candidate who would be clearly more useful;
   b. it is impossible, after exerting responsible efforts for change, to support the policies of programs substantially endorsed by the Board;
   c. it is difficult or impossible, because of changed interests or personal circumstances, to continue to give the time and thought and other services to the Board and the College which were the understood role for which he was elected in the first place.

IN WITNESS WHEREOF, The Board of Trustees has caused these presents to be signed for and in its behalf by its Chairman and attested by its Secretary, and Richard R. Roe set (his) hand the day and year first above written.

_____
Richard R. Roe

ATTEST:

_____
Chairman

_____
Secretary

(Seal)